

Agenda Item Form

Agenda Date: 06/15/04

A.N

Districts Affected: N/A

Dept. Head/Contact Information: Airport, Patrick Abeln, (915) 780-4724

Type of Agenda Item:

- | | | |
|--|---|--|
| <input type="checkbox"/> Resolution | <input type="checkbox"/> Staffing Table Changes | <input type="checkbox"/> Board Appointments |
| <input type="checkbox"/> Tax Installment Agreements | <input type="checkbox"/> Tax Refunds | <input type="checkbox"/> Donations |
| <input type="checkbox"/> RFP/ BID/ Best Value Procurement | <input type="checkbox"/> Budget Transfer | <input type="checkbox"/> Item Placed by Citizen |
| <input type="checkbox"/> Application for Facility Use | <input type="checkbox"/> Bldg. Permits/Inspection | <input type="checkbox"/> Introduction of Ordinance |
| <input type="checkbox"/> Interlocal Agreements | <input type="checkbox"/> Contract/Lease Agreement | <input type="checkbox"/> Grant Application |
| <input checked="" type="checkbox"/> Other Personal Services Contract | | |

Funding Source:

- ☒ General Fund
- ☐ Grant (duration of funds: _____ Months)
- ☐ Other Source: _____

Legal:

- ☒ Legal Review Required Attorney Assigned (please scroll down): Lupe Cuellar ☒ Approved ☐ Denied

Timeline Priority: ☒ High ☐ Medium ☐ Low # of days: _____

Why is this item necessary:

Renewal of contract is necessary to oversee, coordinate, and implement various financial matters, including accounting, governmental auditing and reporting that requires experience in aviation matters to comply with aeronautical activities and related federal oversight.

Explain Costs, including ongoing maintenance and operating expenditures, or Cost Savings:

Salary and benefits

Statutory or Citizen Concerns:

None anticipated

Departmental Concerns:

None anticipated

06 15 04 8 1037 132
12/15/2004 10:10 AM

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That the Mayor be authorized to sign a Contract between the **CITY OF EL PASO** and **TRISTA M. FOX**, to assist the El Paso International Airport as a Business Manager and Coordinator at a biweekly rate of \$2,168.08 for 40 hours per week. The term of the contract shall be for the period of June 30, 2004 through June 29, 2005.

APPROVED this 15th day of June, 2004.

THE CITY OF EL PASO

Joe Wardy
Mayor

ATTEST:

Richarda Duffy Momsen
City Clerk

APPROVED AS TO FORM:

Guadalupe Cuellar
Deputy City Attorney

STATE OF TEXAS)
)
COUNTY OF EL PASO)

PERSONAL SERVICES CONTRACT

This contract entered into by and between the **CITY OF EL PASO**, a home rule municipal corporation hereinafter referred to as "City," and **TRISTA M. FOX**, hereinafter referred to as "Employee," witnesseth:

WHEREAS, the City, on behalf of the El Paso International Airport, desires to employ the Employee as a Business Manager and Coordinator; and

WHEREAS, Employee possesses the skills to render said employment to the City.

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. SCOPE OF SERVICES. Employee shall perform the services found in Attachment A, attached and made a part hereof, under the terms and conditions hereinafter stated, and the Employee hereby accepts and agrees to perform such services for the El Paso International Airport, in El Paso, Texas.

2. TIME OF PERFORMANCE. The services of Employee are to commence on or about June 30, 2004 and be completed by June 29, 2005.

3. COMPENSATION AND METHOD OF PAYMENT. Employee shall be paid at a biweekly rate of Two Thousand One Hundred Sixty Eight and 08/100 Dollars (\$2,168.08). The employee shall work a minimum of forty (40) hours per week. Employee is classified as an exempt employee under FLSA and is not eligible for overtime pay. The full time contract employee named in this Agreement shall be eligible for the following benefits:

A. The City's Insurance Plans. The full time contract employee named in this Agreement who is currently enrolled in any of the City's insurance plans shall be eligible to continue to participate in and receive the benefits of those Plans in the same

manner as similarly situated full time regular City employees. If Employee is not currently enrolled in any insurance plan, she shall be entitled to enroll in accordance with the provisions of those Plans as they may be amended from time to time.

B. The City's Pension Plan, in accordance with the provisions of the Plan. Election to participate in the City's Pension Plan must be made at the time of signing of this contract. In calculating retirement benefits, Employee will receive credit for prior participating years of service with the City, including accumulated sick leave.

C. All paid holidays authorized by the El Paso City Council.

D. Accrual of vacation and sick leave in accordance with City of El Paso Civil Service Rules and Procedures. Employee shall be entitled to begin work as a contract employee with the total sick leave and annual vacation time he or she has accrued with the City as a beginning balance as of the date of this Agreement. Seniority for future accrual of vacation leave will be based on number of years of continuous City service immediately prior to the signing of this Agreement.

E. Deferred Compensation Plan in the same manner as similarly situated full time regular City employees.

F. Civil and Military leave in accordance with City of El Paso Civil Service Rules and Procedures.

G. Tuition Assistance Program under the terms of the City of El Paso's Policies/Procedures.

The City will provide no other fringe benefits. Employee agrees that at no time will she make a claim against the City for more than the rate provided under the terms of this contract.

4. LOCATION OF PERFORMANCE. The place where such services are to be

performed is in the El Paso International Airport, City and County of El Paso, State of Texas, or such other places as may be directed by the City in order to fulfill the terms of this Contract.

5. LAW GOVERNING CONTRACT. For purposes of determining the place of the Contract and the law governing the same, it is agreed that the Contract is entered into in the City and County of El Paso, State of Texas, and shall be governed by the laws of the State of Texas. Venue shall be in the courts of El Paso County, Texas.

6. COMPLETE AGREEMENT. This agreement constitutes and expresses the entire agreement between the parties hereto in reference to the personal services of the Employee for the City, and in reference to any of the matters or things herein provided for, or hereinbefore discussed or mentioned in reference to such services, all promises, representations and understanding relative thereto herein being merged.

7. TERMINATION. Either party may terminate this contract without cause after ten (10) days written notice to the other party of the intention to terminate this contract, or at any time by mutual agreement of the parties. Should the City have cause to terminate this agreement, the contract may be terminated immediately upon notification to the Employee of the cause for termination. The right to terminate the contract under the provisions specified in this paragraph may be exercised by the Chief Administrative Officer on behalf of the City.

8. MISCELLANEOUS. The City shall provide such office space for Employee as is necessary, in the sole determination of the City, for Employee to carry out her duties under this Contract.

9. NOTICE. Any notices required under this contract shall be sufficient if sent by Certified Mail, Return Receipt Requested, postage prepaid, to the City or the Employee

at the following addresses:

CITY: City of El Paso
El Paso International Airport
Attn: Director
6701 Convair
El Paso, Texas

EMPLOYEE: Trista M. Fox

IN WITNESS WHEREOF the parties have executed this agreement at El Paso,
Texas this 15th day of June, 2004.

CITY OF EL PASO

Joe Wardy
Mayor

ATTEST:

Richarda Duffy Momsen
City Clerk

EMPLOYEE:

Trista M. Fox

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

Guadalupe Cuellar
Deputy City Attorney

Patrick T. Abeln
Director of Aviation

APPROVED BY THE CIVIL SERVICE COMMISSION:

By: _____, Secretary
Date: 6/10/04

ATTACHMENT "A"

SCOPE OF DUTIES

- 1. Oversee and coordinate implementation of new lease management program, warehouse inventory program, records retention program and revenue control system. Assist in the development and implementation of operational policies and procedures related to the new programs.**
- 2. Assist in financial analysis of major contracts with airlines, auto rental companies, parking lot operations and major concession agreements.**
- 3. Assist in the business planning and development of new industrial park, commercial areas and golf course.**
- 4. Assist in coordinating efforts of the Department's Accounting, Finance and Properties divisions.**

Trista M. Fox
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

3 4 2004

Objective

To employ excellent analytical and technical abilities with strong leadership skills in a senior management position resulting in the enhancement and increase of accounting and operational efficiency and effectiveness.

Experience

June 2003 – Present

**City of El Paso – El Paso International Airport
Business Manager**

El Paso, Texas

Coordinates accounting, budgeting, property leasing and management and related divisional activities through subordinate section heads to maximize efficiency and effectiveness of financial reporting and related operations.

Responsibilities include the following:

- Preparation of financial, statistical and operating reports, including preparation of the Annual Report.
- Review of financial statement reporting, including recommendations for correction of errors.
- Perform or direct reconciliation of significant financial statement accounts, customer accounts, and information systems.
- Research technical accounting issues and supply recommendation on appropriate method of recording transactions based on Generally Accepted Accounting Principles.
- Oversight of external financial and compliance audits.
- Consultation with and providing guidance to intra-department heads concerning organizational, operational, financial and internal control goals, objectives and problems.
- Directs research of procedural, administrative and managerial studies, and the preparation of reports embodying proposed or recommended courses of action.
- Ensures compliance with new or revised regulations.
- Supervision and/or performance of internal audits as required in order to analyze and evaluate the effectiveness of procedures and operating controls designed to safeguard the Airport's assets.
- Supervision and/or performance of tenant audits to ensure financial reporting is accurate and in compliance with lease requirements.
- Review prospective tenant financials to determine adequacy of financial strength before recommending lease approval.
- Ensures compliance with Grant Assurances, federal grant requirements, and bond ordinance requirements.

Additional Information:

- Proficient in GAAP and GASB, including GASB 34 implementation issues.
- Familiar with the Passenger Facility Charge program, including compliance and reporting requirements.
- Familiar with calculation methodologies for Airline Rates and Charges.
- Knowledgeable in areas of internal control, governmental compliance (Single Audit/Yellow Book Audit), and contract accounting.

December 2000 – June 2003

**KPMG, LLP
Supervising Senior, Assurance**

**El Paso, Texas
Denver, Colorado**

Led engagement teams in performing both financial statement and compliance audits through the application of significant analytical and substantive review, correspondence with client management, and internal control identification and review. Responsibilities included the following:

- Oversight of all staff work, including parallel research and performance reviews.
- Organized and directed all aspects of fieldwork based on KPMG resources and client abilities.
- Communicated exceptions and/or recommendations to client as related to analytical results, internal control structure analysis, and specific compliance requirements.

- Prepared and presented financial statement reports.
- Led engagements for the following selected client list: City of El Paso Airport; City and County of Denver Colorado, Single Audits; City of Aurora, Colorado; City of Aurora, Colorado, Single Audits; University of Colorado; University of Colorado Single Audits; Community Colleges of Colorado; and, Community Colleges of Colorado Single Audits.
- Led multiple engagements of both for-profit and not-for-profit entities, many with revenues in excess of \$100 million.

August 1999 – December 2000

**Hay, Rice & Associates
Staff Auditor**

Liberal, Kansas

- Prepared federal and state tax returns for individuals, partnerships, corporations, trusts, and non-profit entities.
- Participated in municipal audits for cities, counties, and school districts.
- Prepared financial statement compilations, complete with footnotes and disclosures.
- Performed all functions of payroll preparation and reporting.

June 1999 – August 1999

**Wichita State University
Instructor**

Wichita, Kansas

- Conducted three University courses in Introductory Accounting for undergraduate students during the summer semester. Total student count in excess of 200.
- Prepared all class presentation materials and exams.

February 1997 – August 1998

**Blessed Designs, Inc.
Director of Accounting**

Plains, Kansas

- Complied and analyzed financial information for all aspects of the company.
- Performed all functions of accounting, including general ledger maintenance and payroll.

October 1995 – December 1996

**Office Interiors Group, Inc.
Accounting Manager**

Dallas, Texas

- Applied principles of accounting to analyze financial information and prepare financial reports.
- Performed all aspects of accounting, with the exception of payroll.

Education

Wichita State University
Masters of Professional Accountancy

Wichita, Kansas
1999

Texas A&M University
Bachelor of Business Administration in Finance

College Station, Texas
1995

References

Available upon request.